

CONTRACT TERMS AND CONDITIONS FOR DANCE PARADE FLOAT ORDER



I. PAYMENT:

A. A \$500 non-refundable deposit is due by March 31, 2023. 100% of float and audio payment is due by April 30, 2023 without exception.

B. Payments made by Customer must be in accordance with the schedule outlined above. Under no circumstances will the Customer be permitted to participate with the float (and participate in the event in any manner) if full payment has not been received for any and all obligations to DANCE PARADE, INC. Payments submitted in accordance with this Contract may be applied, first, to any outstanding balances from previous DANCE PARADE, INC. events. Contracts may not be accepted and parade float may not be reserved for any Customer whose prior DANCE PARADE, INC. financial obligations have not been met. Any and all payments marked as being payment in full or as being settlement of any dispute may be accepted by DANCE PARADE, INC without DANCE PARADE, INC. forfeiting its rights under this agreement and/or the law.

II. PRODUCTION REQUIREMENTS:

A. **Float Producer:** Parade Float must be ordered through DANCE PARADE, INC's Production Committee. Promotional materials for designated float must also be produced by DANCE PARADE, INC's official contractor(s) to ensure materials can be correctly implemented.

B. **Sponsorship Logos & Messages:** Prices offered on Page 1 are for basic float decorations including logo and company message from One (1) Dance Organization and Two (2) Dance Organization's Sponsor. Sponsorship Logos and messaging are limited to three (3) companies.

C. **Basic Colors and Decorations:** Float decorations are limited to the time needed to create the Parade float. This contract covers a maximum of 3 colors. If given ample time, larger constructions or more intricate designs may be ordered at an additional cost.

III. DEFAULTS:

A. If the Customer fails to perform any of its obligations relating to this Contract, including timely payment of any of the installments as outlined in Section I.A. (above), DANCE PARADE, INC.'s shall reserve the following rights:

1. DANCE PARADE, INC. reserves the right to cancel the Customer's parade float and customer's general participation in the May 20, 2023 "17th Annual Dance Parade" event.

2. Any outstanding payments as outlined in Section I.A. (above) are due and payable as liquidated damages in consideration of DANCE PARADE, INC. having reserved promotions and provided services to the Customer.

3. Any fees paid shall be retained by DANCE PARADE, INC. as liquidated damages. Fees paid in excess as prescribed by Section I.A. (above) shall be refunded to the Customer.

IV. CANCELLATION POLICY:

A. All float order cancellations must be received by DANCE PARADE, INC. **in writing** (return receipt requested).

B. Both the Customer and DANCE PARADE, INC. acknowledge that DANCE PARADE, INC. will sustain substantial losses if the Customer cancels its float. Even though DANCE PARADE, INC. will exercise its best efforts to provide the float and its service to others, DANCE PARADE, INC. and the Customer agree that DANCE PARADE, INC. will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Customer agrees to pay the following as liquidated damages (and not as a penalty) if the Customer cancels its participation.

C. If written notice of float order cancellation is received by DANCE PARADE, INC. on or before April 1, 2023, no cancellation fee will apply.

If written notice of float cancellation is received by DANCE PARADE, INC. on or after April 1, 2023, but prior to May 1, 2023, the Customer shall pay a cancellation fee equal to 50% of the total float and audio fee.

D. If written notice of participation cancellation is received by DANCE PARADE, INC. on or after May 1, 2023, the Customer shall pay a cancellation fee equal to 100% of the total float fee. Customers contracting on or after May 1, 2023 are responsible for the full (100%) float and audio fee, even in the event of cancellation any time thereafter. Any deposits made by the Customer may be used to fully or partially reduce the cancellation fees described above.

E. All cancellation fee(s) are payable immediately upon cancellation.

F. The above cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

V. LIQUIDATED DAMAGES:

All cancellation/default fee(s) and the retention of float and audio payments pursuant to this Contract are acknowledged by the Customer to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by DANCE PARADE, INC. and in consideration of DANCE PARADE, INC. having reserved the float and audio units and provided services to the Customer until the date of cancellation or default, thereby losing or deferring the opportunity to provide the float(s) and its service to others. There will be **no refunds** on or after May 1, 2023.

VI. INTEREST AND COLLECTION FEES:

A. Any Customer that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) DANCE PARADE, INC. incurs to recover the debt.

B. There will be a \$50.00 charge for all returned checks and a 3% for credit card payments.

C. If the above interest amount, attorney's fees and/or collection fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to DANCE PARADE, INC. by the Customer.

VIII. CONFIDENTIALITY:

All parties involved in this float and audio contract agree to keep all details and specifics of the contract strictly confidential.

IX. INDEMNIFICATION

Customer, at his, its, her or their own expense, shall defend, indemnify and hold Dance Parade Inc. and its officers, agents, board members, volunteers, employees and vendors harmless from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) insofar as (i) such losses (or actions in respect thereof) are based on, arise out of, or are related to a breach by Customer of any representation, warranty, covenant or agreement; or (ii) or occasioned, in whole or in part, by any action or inaction (including negligence) of Customer.

X. MISCELLANEOUS:

If there is an Agency listed on the front side of this Contract, then the Customer are jointly and severally liable to DANCE PARADE, INC. This Contract is irrevocable, and the rights of DANCE PARADE, INC. under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of DANCE PARADE, INC. The Customer further agrees that upon acceptance of this agreement by DANCE PARADE, INC. with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on the Customer's and DANCE PARADE INC.'s successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.

Customer's Signature

Customer Name

Date